

**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO. 05-096**  
**ANNUAL REQUIREMENTS FOR PRINTING, MAILING**  
**AND RELATED SERVICES FOR REAL ESTATE AND**  
**MOTOR VEHICLE TAX STATEMENTS FOR THE**  
**LANCASTER COUNTY TREASURER**

**DATE:** June 9, 2005

**CONTRACT PERIOD:** July 1, 2005 thru May 31, 2008

**CONTRACTOR:** Diamond Marketing Solution  
5740 S. 77<sup>th</sup> St.  
Omaha NE 68127

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** Keith Petersen  
**Telephone No.:** 402-592-2929  
**FAX No.:**  
**E-Mail Address:**

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**Per Contract Approved June 7, 2005**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

City County Purchasing

Original Contract to: Contractor  
County Treasurer  
Co. Clerk Public File

C-05 0303

RECEIVED

JUN 02 2005

LANC. COUNTY CLERK

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY**

**NEBRASKA**

**FOR**

**#05-096**

**ANNUAL REQUIREMENTS FOR**  
**PRINTING, MAILING AND RELATED SERVICES FOR**  
**REAL ESTATE AND MOTOR VEHICLE TAX STATEMENTS**  
**FOR THE**  
**LANCASTER COUNTY TREASURER**

**CONTRACTOR: Diamond Marketing Solutions, Omaha NE**

# LANCASTER COUNTY, NEBRASKA

## CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 1<sup>th</sup> day of June, 2005, by and between **Diamond Marketing Solutions, 5740 S. 77nd Street, Omaha NE 68127** hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County.

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Terms and Conditions, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**#05-096 Annual Requirements for Printing, Mailing and Related Services for Real Estate and Motor Vehicle Tax Statements (Attachment A), including: labor, technical assistance, supplies, equipment, delivery & consulting for the Lancaster County Treasurer, 555 So. 10<sup>th</sup> Street, Lincoln, NE 68508**

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Bid in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Bids submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible Bidder for the said Work for the sum or sums named in the *Contractor's Bid, a copy thereof being attached to and made a part of this Contract (Attachment B)*;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the highlights of the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. Compensation shall be as indicated on the submitted price proposal (**Attachment B**), all prices shall be firm for at least the first year (12 consecutive months from ratification of the contract agreement).
  - 1.1 Pricing for subsequent years shall be subject to redetermination within the parameters outlined in the bidding documents.
2. Term of the agreement is for a three (3) year period, beginning **July 1, 2005 thru May 31, 2008**.
  - 2.1 The County, at their discretion and with mutual consent from the Contractor, may extend the period of the agreement (beyond the initial three year term) for an additional three (3) year period (**July 1, 2008 thru May 31, 2011**).
3. The County intends to furnish the Contractor with raw data including: mailing addresses and tax information saved to disk, tape, or other mutually agreeable computer media.
4. The Contractor will produce the mailing documents and perform all necessary pre-sorting required to take full advantage of all postal discounts available.

5. Every six (6) months a magnetic tape file (or other mutually agreeable media) supplied by the County shall be processed by the Contractor against the USPS National Change of Address File (NCOA) to obtain and correct all known address changes.
6. Contractor agrees to extend the County's pricing arrangement along with our contract terms and conditions to other City, County, and Political Subdivisions who may wish to participate in our contract arrangement.
7. It is the express intent of the parties hereto that this agreement shall not create an employer-employee relationship; and the Contractor, his/her employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of the agreement.
8. Contractor agrees to indemnify and hold harmless and defend Lancaster County and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, damages and losses arising out of, connected with, or in any way associated with this agreement.
9. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.
10. Contractor shall provide general liability insurance in the amounts and types specified in **Attachment C**, Insurance Requirements for All County Contracts.
  - 10.1 Contractor shall name Lancaster County as an **Additional Insured** as it pertains to the performance of these services for the term of the agreement.
11. Mr. Terry Adams, Deputy County Treasurer, (phone: 402-441-7425), or his designated representative, is the County's agent responsible for the day-to-day administration of this agreement.

The Contractor agrees to (a) furnish all labor, equipment, supplies, superintendence, transportation, and other accessories, consulting services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute services, and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal and clarification correspondence, or part thereof, as follows:

**SPECIFICATION 05-096, The Annual Requirements for Printing, Mailing and Related Services for Lancaster County Treasurer Real Estate and Motor Vehicle Tax Statements**

The Work included in this Contract shall be for the annual requirements for a three (3) year period. If mutually agreed upon the County and the Contractor may exercise an option to renew for an additional three (3) year period.

The Contract Documents comprise the Contract, and consist of the following:

1. The Specifications (**Attachment A**)
2. The Accepted proposal and any attachments (**Attachment B**)
3. The Insurance Requirements (**Attachment C**)
4. The Contract Agreements

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

CONTRACT APPROVED AS TO FORM:

LANCASTER COUNTY, NEBRASKA

Kristy Mundt  
Lancaster Deputy County Attorney

Bob Schorr  
Chairperson, Board of Commissioners  
June 7, 2005

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

ATTEST:

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Secretary (SEAL)

Diamond Marketing Solutions  
Name of Corporation

5740 S. 77<sup>th</sup> ST. Omaha  
Address

By: [Signature]  
Duly Authorized Official

President  
Legal Title of Official